

EXHIBIT F

DECLARATION OF MICHAEL S. KIRBY

I, Michael S. Kirby, declare as follows:

1. “My name is Michael S. Kirby. I am over 21 years of age, am under no civil disabilities and in all respects, competent to make this Declaration. Each of the statements made in this Declaration is made from my personal knowledge, and in my capacity as the President and Chief Operating Officer and corporate representative of Truly Title, Inc. (“Truly Title”), and is true and correct. In this capacity, I am familiar with and have personal knowledge of the business of Truly Title, including the negotiations and contemplated-yet-never-consumated purchase of Providence Title Company (“Providence”) in 2019, the Non-Disclosure Agreement referenced in and attached to Providence’s First Amended Original Petition and Application for Injunctive Relief (the “TRO Application”), and the hirings of Tracie Fleming (“Tracie”) and Mark Fleming (“Mark”) (collectively, the “Flemings”) by Truly Title in 2021. Thus, under penalty of perjury, I state the following on behalf of Truly Title as its designated corporate representative:

2. On or about July 6, 2020, Tracie contacted Truly title’s Texas Division President, Graham Hanks (“Hanks”) and requested a lunch meeting with Mr. Hanks.

3. On or about July 16, 2020, Tracie and Mr. Hanks had lunch together wherein Tracie advised Mr. Hanks that she was unhappy with her employment at Providence, and intended to leave Providence at the end of the year. Tracie further advised Mr. Hanks that she and Mark would love to come work at Truly Title if positions were available, but, if not, Tracie and Mark would be seeking employment elsewhere.

4. On or about December 16, 2020, Truly Title provided Tracie with a formal Offer Letter and an offer of employment to work at Truly Title.

5. On or about December 18, 2020, Tracie accepted the offer of employment from Truly Title. Tracie’s employment with Truly Title started on February 4, 2021.

6. On or about December 28, 2020, Mark accepted an offer of employment from Truly Title. Mark's employment with Truly Title started on February 4, 2021.

7. In each of their respective signed Offer Letters, the Flemings both certified that they were not under any contractual or other legal obligations that would prohibit them from performing their duties at Truly Title, that they would not remove or take any documents or proprietary data or materials of any kind, electronic or otherwise, with them from their current or former employer to Truly Title, and that they would not use or disclose any of their current or former employer's confidential information during the course and scope of their employment with Truly Title. *See* Offer Letters, true and correct copies of which are attached hereto as Exhibits "1-A" and "1-B" and incorporated herein by reference.

8. Truly Title has additionally had multiple conversations with Tracie and Mark wherein the Flemings were specifically instructed that they could not use or disclose any confidential information or trade secrets of Providence during the course or scope of their employment with Truly Title and that their failure to abide by such instructions would be grounds for immediate termination of their employment with Truly Title.

9. At present, Truly Title is not aware of any of Providence's confidential or proprietary information or trade secrets in the possession, access, or control of any of Truly Title's employees, including the Flemings.

10. In the event it is ever discovered that any employee at Truly Title has possession, access, or control of any of Providence's confidential or proprietary information or trade secrets, Truly Title will take immediate steps to preserve any such items and immediately return such items to Providence. Truly Title will also take immediate steps to ensure that any such information is not used in any respect or for any purpose by persons employed with Truly Title.

11. Truly Title is not aware of any actions by the Flemings or employees of Truly Title to “wipe” or destroy any hardware or software which the Flemings used during the course of their employment with Providence, nor has Truly Title encouraged or assisted with any such behavior.

12. Truly Title is not aware of any actions by the Flemings or employees of Truly Title to circumvent Providence’s data protection protocols, nor has Truly Title encouraged or assisted with any such behavior.

13. Truly Title is not aware of any actions by the Flemings or employees of Truly Title to use or appropriate Providence’s goodwill, confidential information, trade secrets, if any, or customer relationships, nor has Truly Title encouraged or assisted with any such behavior.

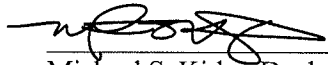
14. In support of Truly Title’s Opposition to Providence’s TRO Application, Truly Title attaches the following evidence to this Declaration:

- a. **Exhibit 1-A:** Tracie Fleming Executed Offer Letter;
- b. **Exhibit 1-B:** Mark Fleming Executed Offer Letter;

15. With regard to the attached **Exhibits 1-A** through **1-B**, I state the following: (a) I am the custodian of records of Truly Title; (b) each of these Exhibits are business records of Truly Title; (c) these business records are kept by Truly Title in the regular course of business, and it is the regular course of business of Truly Title for a representative of Truly Title, like me, with knowledge of the act, event, condition, opinion, or diagnosis that was recorded, to make such record or to transmit the information to be included in these records. These records were made at or near the time or reasonably soon after the act, event, condition, opinion, or diagnosis that was recorded. These records attached to this Declaration are the originals or exact duplicates of the originals.

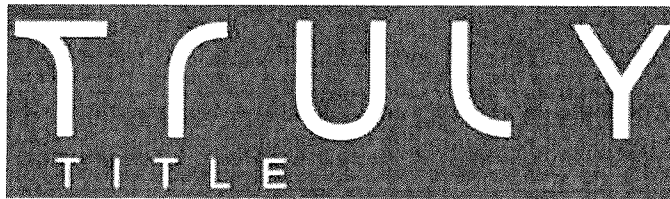
My date of birth is August 2, 1968, and my address is 875 S. Donner Way, Salt Lake City, Utah 84108, United States of America. I declare under penalty of perjury that the foregoing is true and correct.”

Executed in Salt Lake County, State of Utah, on the 8th day of February, 2021.

A handwritten signature in black ink, appearing to read 'Michael S. Kirby', is written over a horizontal line.

Michael S. Kirby, Declarant

Exhibit 1-A



Dear Tracie Fleming,

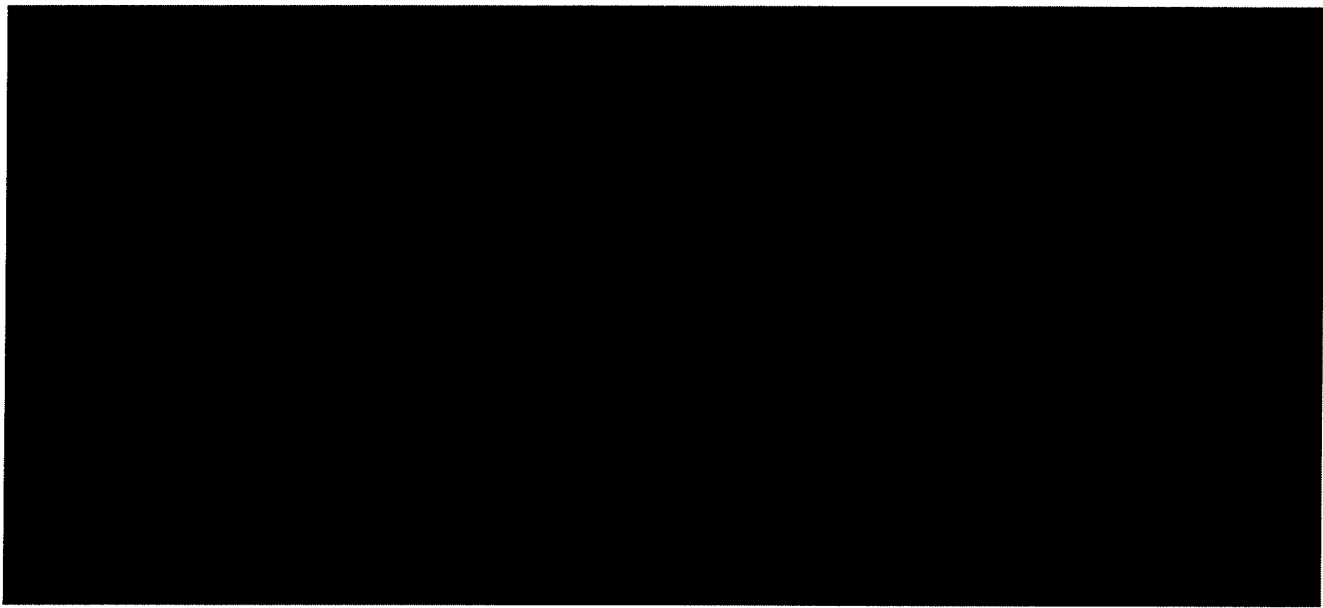
Truly Title, Inc. (the "Company"), is pleased to offer you employment with the Company on the terms described below. This offer of employment is conditioned on your satisfactory completion of certain requirements, as more fully explained in this letter. Your employment is subject to the terms and conditions set forth in this letter.

• **Position.** You will start in a full-time position of Executive Vice President-Greater Fort Worth Texas Area Manager. In this capacity, you will perform duties and responsibilities that are reasonable and consistent with such position as may be assigned to you from time to time. You will report directly to Graham Hanks. You agree to devote your full business time, attention, and best efforts to the performance of your duties and to the furtherance of the Company's interests.

• **Compensation and Employee Benefits.** In consideration of your services, you will be paid [REDACTED] per Year, payable in accordance with the standard payroll practices of the Company and subject to all withholdings and deductions as required by law. As a regular employee of the Company you will be eligible to participate in a number of Company-sponsored benefits.

Texas Bonus Pool Participation: [REDACTED]

Monthly Advance of Bonus Pool: [REDACTED]



Additional Employee Benefits: Partially subsidized Health Care, Including Dental & Vision. 401k-█████ Employer Match on first █████ of Pay, █████ Match on next █████ of Pay.

Paid Time Off. Employee will be entitled to █████ days of paid time off per year as more clearly defined within the Truly Title, Inc. Employee Policy and Procedures Manual.

• **Employment Relationship.** Employment with the Company is for no specific period of time. Your employment with the Company will be “at will,” meaning that either you or the Company may terminate your employment at any time and for any reason, with or without cause. Any contrary representations which may have been made to you are superseded by this offer. Although your job duties, title, compensation and benefits, as well as the Company’s personnel policies and procedures, may change from time to time, the “at will” nature of your employment may only be changed in an express written agreement signed by you and the Company.

• **Contingent Offer.** The Company reserves the right to conduct background and/or reference checks on all prospective employees. Your job offer is contingent upon clearance of such background and/or reference check as applicable. This offer will be withdrawn if any of the above conditions are not satisfied.

• **Company Policies and Additional Agreements.** As an employee of the Company, you will be expected to abide by and adhere to the Company’s rules and standards. As a condition of your employment, you will be subject to all applicable employment and

other policies of the Company. You will also agree to execute any additional agreements required by the Company at the start of your employment. You further agree that at all times during your employment (and afterwards as applicable), you will be bound by, and will fully comply with, these additional agreements.

• **Continuing Obligations.** By signing this letter, you confirm with the Company that you are under no contractual or other legal obligations that would prohibit you from performing your duties with the Company. You further confirm that you will not remove or take any documents or proprietary data or materials of any kind, electronic or otherwise, with you from your current or former employer to the Company without written authorization from your current or former employer, nor will you use or disclose any such confidential information during the course and scope of your employment with the Company.

• **Entire Agreement.** This letter and other accompanying documents supersede and replace any prior understandings or agreements, whether oral, written or implied, between you and the Company regarding the matters described in this letter.

If you wish to accept this offer, please sign and date below. As required, by law, your employment with the Company is also contingent upon your providing legal proof of your identity and authorization to work in the United States. This offer, if not accepted, will expire at the close of business on December 18, 2020.

We look forward to having you join us no later than January 4, 2021.

Very truly yours,

By: Graham Hanks

(Signature)

Name: Graham Hanks

Title: President-Texas Division

ACCEPTED AND AGREED:

Tracie Fleming

(PRINT EMPLOYEE NAME)

Tracie Fleming

(Signature)

Exhibit 1-B



December 28, 2020

Dear Mark Fleming,

Truly Title, Inc. (the "Company"), is pleased to offer you employment with the Company on the terms described below. This offer of employment is conditioned on your satisfactory completion of certain requirements, as more fully explained in this letter. Your employment is subject to the terms and conditions set forth in this letter.

• **Position.** You will start in a full-time position of Senior Vice President. In this capacity, you will perform duties and responsibilities that are reasonable and consistent with such position as may be assigned to you from time to time. You will report directly to Graham Hanks. You agree to devote your full business time, attention, and best efforts to the performance of your duties and to the furtherance of the Company's interests.

• **Compensation and Employee Benefits.** In consideration of your services, you will be paid [REDACTED] per Year, payable in accordance with the standard payroll practices of the Company and subject to all withholdings and deductions as required by law. As a regular employee of the Company you will be eligible to participate in a number of Company-sponsored benefits.

Additional Employee Benefits: Partially subsidized Health Care, Including Dental & Vision. 401k-[REDACTED] Employer Match on first [REDACTED] of Pay, [REDACTED] Match on next [REDACTED] of Pay.

Paid Time Off. Employee will be entitled to [REDACTED] days of paid time off per year as more clearly defined within the Truly Title, Inc. Employee Policy and Procedures Manual.

• **Employment Relationship.** Employment with the Company is for no specific period of time. Your employment with the Company will be "at will," meaning that either you or the Company may terminate your employment at any time and for any reason, with or without cause. Any contrary representations which may have been made to you are superseded by this offer. Although your job duties, title, compensation and benefits, as well as the Company's personnel policies and procedures, may change from time to time, the "at will" nature of your employment may only be changed in an express written agreement signed by you and the Company.

• **Contingent Offer.** The Company reserves the right to conduct background and/or reference checks on all prospective employees. Your job offer is contingent upon clearance of such background and/or reference check as applicable. This offer will be withdrawn if any of the above conditions are not satisfied.

• **Company Policies and Additional Agreements.** As an employee of the Company, you will be expected to abide by and adhere to the Company's rules and standards. As a condition of your employment, you will be subject to all applicable employment and other policies of the Company. You will also agree to execute any additional agreements required by the Company at the start of your employment. You further agree that at all times during your employment (and afterwards as applicable), you will be bound by, and will fully comply with, these additional agreements.

• **Continuing Obligations.** By signing this letter, you confirm with the Company that you are under no contractual or other legal obligations that would prohibit you from performing your duties with the Company. You further confirm that you will not remove or take any documents or proprietary data or materials of any kind, electronic or otherwise, with you from your current or former employer to the Company without written authorization from your current or former employer, nor will you use or disclose any such confidential information during the course and scope of your employment with the Company.

• **Entire Agreement.** This letter and other accompanying documents supersede and replace any prior understandings or agreements, whether oral, written or implied, between you and the Company regarding the matters described in this letter.

If you wish to accept this offer, please sign and date below. As required, by law, your employment with the Company is also contingent upon your providing legal proof of your identity and authorization to work in the United States. This offer, if not accepted, will expire at the close of business on December 31, 2020.

We look forward to having you join us no later than January 4, 2021.

Very truly yours,

By: Graham Hanks

(Signature)

Name: Graham Hanks

Title: President-Texas

ACCEPTED AND AGREED:

Mark Fleming

(PRINT EMPLOYEE NAME)

Mark Fleming

(Signature)

December 28, 2020

Date

Anticipated Start Date: January 4, 2021